

**CONSTITUTION OF  
PERSATUAN PERKHIDMATAN KAWALAN KESELAMATAN MALAYSIA  
(PPKKM)  
(SECURITY SERVICES ASSOCIATION OF MALAYSIA)**

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## DEFINITIONS

- (1) “business of private agency” as defined in Section 2 of the Private Agencies Act 1971 (“PAA”) means the business or activities which are carried on by a person or body (whether corporate or unincorporated) for the purpose of :
- (a) Providing security personnel and protection for the personal safety or security of another person or for the safety or security of the property, premises or business of such other person with the exception of in-house private security agencies; or
  - (b) Obtaining and furnishing information as to the conduct, activities or affairs of another person.
- (2) “In-house private security Agencies” means agencies which provide private security services only to bodies (whether corporate or unincorporated) forming part of the agency’s company or group of companies
- (3) “Commercial status” where the provision of services is offered in exchange for hire, remuneration or reward
- (4) “Industry” means the private agency business industry in Malaysia.
- (5) “Investigator” means any qualified person or body (whether corporate or unincorporated) experienced in the field of enquiry, investigation and the gathering of information.
- (6) “Licensed Private Agency” as defined in Section 2 of the PAA means a private agency in respect of whose business a license has been issued under Section 3 of the PAA.
- (7) “Minister” as defined in Section 2 of the PAA means the Minister charged with the responsibility for internal security and where by virtue of Section 17 of the PAA the Minister has delegated any or all of his powers and duties to the extent of such delegation, the expression “Minister” shall include any person to whom so much of that power or duty has been so delegated.
- (8) “Private agency” as defined in Section 2 of the PAA means a person or body (whether corporate or unincorporated) who carries on a business of private agency as

hereinbefore defined with the exception of in-house private security agencies.

(9) “Code of Ethics”

means the Code of Ethics and Professional Practice for Security Companies and Its Employees which has been drafted by the Committee and duly adopted by the members in an Annual General Meeting

## **ARTICLE 1**

### **NAME**

Name

The Association shall be known as “Persatuan Perkhidmatan Kawalan Keselamatan Malaysia” (hereinafter referred to as “PPKKM”)

## **ARTICLE 2**

### **PLACE OF BUSINESS**

Registered address

the registered place of business shall be No 708, A Block 7<sup>th</sup> Floor, Kelana Business Centre, Jalan SS 7/2, Kelana Jaya, 47301 Petaling Jaya, Selangor Darul Ehsan or such other place or places as may from time to time be decided on by the Committee. The registered place of business shall not be changed without the prior approval of the Registrar of Societies.

## **ARTICLE 3**

### **AIMS AND OBJECTS OF THE ASSOCIATION**

3.1

To unite and consolidate under one body all licensed private agencies with commercial status established and licensed under the Private Agencies Act 1971 with the exception of in-house private security agencies.

3,2

To foster close understanding goodwill and cooperation between the members and to provide an avenue for members to exchange ideas, knowledge, information and experience in all matters of common interest and mutual concern.

3.3

To educate train and inform members on the methodologies developments and progress on all aspects of the private agencies business and pursuant thereto the Association shall conduct surveys and studies, hold conferences seminars

training programs and classes for members of the Association.

3.4 To render advice guidance and assistance to members in the setting-up, running and operation of their private agencies business and in this respect the Association shall assist members to place orders for and/or to purchase equipment and other paraphernalia connected with the business of private agencies and to negotiate for and to purchase at the members' request group and other types of insurance covers and policies.

3.5 To safeguard promote and further the rights and interests of the Association its members and of the Industry and pursuant thereto the Association:

- (i) shall act, represent and channel the views of the members and lobby for support from the public and the government;
- (ii) shall monitor the compliance and the observance of the Private Agencies Act, 1971 and the rules and regulations made hereunder, enquire into, investigate and expose members, and if necessary, unlicensed private agencies complained against; and
- (iii) shall be authorized to enter into a non-disclosure agreement with any Investigator which may be appointed by the Disciplinary Board of the Association to conduct any investigations and/or enquiries.

3.6 To set up a body to impose and enforce:

- (i) The adherence to the Code of Ethics and Professional Practice for Security Companies and its Employees ("the Code of Ethics") as drafted and duly amended from time to time, by the Committee.
- (ii) With the exception of contracts entered into with the state or federal governments,) the usage of the standard form Association Agreement for all Armed and Static Guards, Cash in Transit, Cash Management,

Automatic Teller Machine Replenishment contracts and all other miscellaneous contracts for which the Association has formulated a standard form Agreement entered into between members and their Customers.

- (iii) The compliance by members to the agreed minimum rates set by the Committee (as revised from time to time) when quoting for contracts with existing or new Customers.

3.7 To print disseminate, broadcast, publish, distribute and circulate papers, articles, pamphlets, periodicals, books, information or data in all types of media to members or to the public in furtherance of the activities and purposes of the Association having obtained the prior approval of the relevant authorities.

3.8 Activities To organise activities, functions and gatherings (whether social or otherwise) and to secure for the benefit and enjoyment of the members, their staff and families recreational and other facilities.

3.9 Acquire Land To acquire by purchase or otherwise for investment or so as to fulfill the objects of the Association, any immovable or real property of all description and tenure, whether freehold, leasehold or howsoever, and any rights and interest therein.

3.10 Deal with Land To apply for, accept and receive, surrender or renounce any title to land, grants for land, certificates, leases, licenses, mukim extracts and such other instruments, rights, privileges, licenses or permission and such renewals as may seem expedient.

3.11 Lease To lease, sublease or sublet, rent out any of the property of the Association, both real and personal movable and immovable, to cancel or accept surrender any leases subleases tenancies and other

rights or privileges and generally to deal in any property of the Association as may seem expedient.

3.12 Sell To sell convey assign mortgage charge exchange grant easements and other rights of and over or otherwise dispose of, all of the property real and personal, movable and immovable of the Association upon such terms and conditions as may seem expedient.

3.13 Invest To invest the moneys of the Association not immediately required in such manner as may from time to time be determined.

3.14 Borrow To borrow or raise money or secure the repayment of any sum of money for the purpose of the Association from such persons, financial institutions, and government authorities and on such terms and conditions as may seem expedient.

#### **ARTICLE 4**

#### **MEMBERSHIP**

##### 4.1

##### ACTIVE MEMBERS

4.1.1 Eligibility All companies and firms which have a place of business in Malaysia which are actively involved in the business of providing private security services and are duly licensed under the Private Agencies Act 1971, with the exception of companies providing in-house security services, may be eligible for membership.

4.1.2 Application Any company or firm who wishes to become a member of the Association must submit an application in writing; in the prescribed form signed by the authorised signatory of the company or firm, to the Honorary Secretary who shall refer the application for approval by the majority of the Committee.

4.1.3 Terms Membership to the Association means:

- (a) The acceptance and adoption of the Code of Ethics, the Standard form Association Contracts (where applicable) and the

mandatory minimum rates as determined from time to time by the Committee;

- (b) The submission to the enforcement of (a) above by the Disciplinary Board and the Committee;
- (c) The submission to enquiries and investigations carried out by the Investigator and consenting to an audit of the member's files, records, invoices, accounts and all other documentation deemed relevant by the Investigator to the matter being investigated.

#### 4.1.4 Exemption

Notwithstanding Article 4.1.3(a) above, any member may where the circumstances warrant it, submit a written application to the Committee for an exemption; on a case by case basis, from using the standard form Association Contracts.

## 4.2

### RESIGNATION OF ACTIVE MEMBERS

#### 4.2.1

A member may resign from the Association by giving a written notice to the Secretariat office giving at least fourteen (14) days notice from the date of receipt by the Secretariat of the said notice, which may be delivered by courier service, registered post or personally to the Secretariat.

#### 4.2.2

A member may only resign upon settlement of all subscriptions and other dues (if any) to the Association and on grounds deemed acceptable to the Committee. Upon acceptance of the member's resignation, the Minister will be duly informed the said resignation

#### 4.2.3

Any member who has resigned may be re-admitted to the Association in the manner prescribed in Article 4.1.2 and subject to any other preconditions, which may be imposed by the Committee.

4.3

## HONORARY MEMBERS

4.3.1

Honorary members shall be individuals who have demonstrated exemplary service to enhance the security profession. An active member may nominate a person for honorary membership by sending a written nomination to the Committee. An Honorary member may upon invitation of the Committee attend Association meetings and is exempt from paying any subscription fees.

4.3.2

Honorary members shall hold no voting rights and the tenure of their membership shall be the same as the tenure of the Committee upon whose invitation the Honorary member was admitted.

4.4

## PATRON/ADVISORS

4.4.1

The Committee may elect any reputable person of social standing and sound knowledge of the security industry as Patron to the Association or as an Advisor to the Association for such periods as they think fit.

4.4..2

The said Patron or Advisor as the case may be, shall be entitled to enjoy all the privileges of membership except that they may not vote nor shall they be required to pay any subscription fees to the Association.

## ARTICLE 5

## FEES AND SUBSCRIPTION

5.1 Entrance fees

The entrance fees to the Association shall be:

- (a) RM100.00 for the founding members of the Association;
- (b) RM 1,000.00 for any other member

5.2 Annual subscriptions

The annual subscription is RM1,200.00 payable in advance by the 31<sup>st</sup> day of March every year.

5.3 Notice

If any member shall default in paying the annual subscription as required in Article 5.2 above, a notice from Honorary Secretary (“the Notice”) shall be sent to the defaulting member requiring payment of the annual subscription to be made within Twenty One (21) days from the date of the Notice.

5.4 Increments

No increase may be made in the amount of levies, subscriptions and other dues payable to the Association without the sanction of the members in an Annual General Meeting or in an Extraordinary General Meeting.

**ARTICLE 6**

**SUSPENSION OF MEMBERSHIP**

6.1

Failure by any defaulting member to comply with the Notice issued under Article 5.3 will result in a Notice of Suspension being issued by the Honorary Secretary and the Minister duly informed.

6.2

A member suspended under Article 6.1 shall be barred from all the privileges and rights of membership but shall continue to be liable for the subscription fees and other dues and they shall be permitted to resume the enjoyment of all the privileges and rights of a member upon the settlement of all sums due and owing to the Association TOGETHER with a penalty fine of RM1,000.00.

6.2.1 Waiver

Notwithstanding Article 6.2 above the Committee has the absolute discretion to waive the unpaid subscription or the penalty payment imposed on the suspended member.

6.3 Reinstatement

Upon the expiry of the suspension period, the member in question shall immediately be entitled to enjoy their membership privileges provided they have paid all dues/fines payable (if any) to the Association.

**ARTICLE 7**

**TERMINATION OF MEMBERSHIP**

7.1 Failure to pay

Failure by any suspended member to pay the subscription by 30<sup>th</sup> June of any year will result in expiration of the membership and a notice will be sent to the Minister informing them of such expiration.

7.2 Re-admission

Any member whose membership has been terminated for non-payment of dues may re-join the Association as a new member as prescribed under Article 4.1.2.

7.3 Expulsion/Suspension

Any member may be expelled/suspended or fined by a two-thirds majority vote of the Committee for conduct that detracts from the dignity of or impairs the good name of the Association or the Security Industry or is likely to endanger the welfare, interest or character of the Association. The Disciplinary Board prior to the expulsion of a member shall hold a hearing to determine whether the misconduct charges are justifiable

**ARTICLE 8**

**THE ANNUAL GENERAL MEETING (AGM)**

8.1

The AGM of the Association shall be held as soon as practicable after the close of each financial year but no later than 30<sup>th</sup> June to transact the following business:

- (a) To receive the Committee's report of the activities of the Association during the previous year;
- (b) To receive and consider the audited accounts for the previous year and the Treasurer's reports as to the financial position of the Association;
- (c) To elect a new Committee every two (2) years;
- (d) To appoint auditors;
- (e) To decide on any resolution which may be duly submitted in accordance with Article 9.2;
- (f) To appoint a qualified legal advisor;
- (g) To deal with such other matters as may be required or put before it.

## **ARTICLE 9**

## **PROCEDURE OF AGMs**

### **9.1 NOTICE OF AGM**

All notices of the AGM shall specify the place, date and time of the meeting and the nature of the business to be transacted. The Notice should be attached with copies of the minutes of the last AGM, Annual Reports and Audited Accounts. Such notices shall be given at least thirty (30) days before the date of the meeting to the addresses of each member appearing in the Register of members and such notice shall also be prominently displayed at the registered office or place of meeting of the Association.

### **9.2 NOTICE OF BUSINESS**

Notice of any resolution or motion proposed to be moved at the AGM shall be given in writing to the Secretariat office no later than twenty one (21) days before the date of the AGM.

### **9.3 NOMINATIONS**

Nominations for the election of members' representatives as office bearers and to the Committee shall be made in writing by an active member proposer and seconded by another active member and sent to the Secretariat office no later than twenty one (21) days before the date of the AGM.

### **9.4 AGM AGENDA**

The Secretariat shall forward to all members the agenda for the AGM together with copies of all motions (and nominations where applicable) at least seven (7) days before the AGM.

### **9.5 MEMBER REPRESENTATIVE**

Members are allowed to appoint no more than two representatives to represent them at any AGM or Extraordinary General Meeting (EGM). These representatives must be:

- (a) In the case of a company limited by shares duly registered at the Companies Commission of Malaysia, the Executive Chairman, the Managing Director or the Executive Director, or

(b) Where the member is a firm registered at the Registrar of Business; the sole proprietor or the partners therein,

provided that NO PROXIES shall be allowed.

#### 9.6 QUORUM FOR AGM

The supreme authority of the Association is vested in a general meeting of the members. The quorum at all AGM shall be at least one-half of the total voting membership of the Association or the voting member's representative present represent twice the total number of Committee members which ever is the lesser must be present at a general meeting for its proceedings to be valid and to constitute a quorum and each member's representative present shall be entitled to one vote with the President having a casting vote.

#### 9.7 LACK OF QUORUM

If no quorum shall have been reached after one half (1/2) hour has elapsed after the time appointed for the AGM, the said AGM shall be postponed by the President or the Deputy President to a place time and date not exceeding fourteen (14) days thereafter.

#### 9.8 ADJOURNED AGM

Notice of any postponed AGM shall be given to all members at least seven (7) days prior to the new date fixed for the AGM.

If at the adjourned AGM, the quorum shall still not have been reached after the lapse of one half (1/2) hour after the appointed time, the members present shall proceed with the business of the AGM and all decisions taken, resolutions and motions approved and passed therein shall be valid and legitimate and binding on all members of the Association but it shall not have the power to alter rules of the Association or to make decisions effecting the members.

## **ARTICLE 10**

### **EXTRAORDINARY GENERAL MEETING (EGM)**

#### **10.1 EGM PROCEDURE**

An EGM may be convened at any time either:

- (a) At the request of the Committee or
- (b) At the request; made in writing of not less than one fifth (1/5) of the members, stating the objects and reasons for which the EGM is required.

An EGM shall be convened within thirty (30) days of receipt of such a request from the members by the Secretariat.

#### **10.2 NOTICE OF EGM**

The notice for the EGM stating the date time and place of the meeting and the business to be transacted shall be given by the Secretariat to all members at least fourteen (14) days before the date fixed for the meeting.

#### **10.3 QUORUM**

The rules regarding quorum and postponement shall be as described under Articles 9.6 and 9.7 but if at the adjourned EGM requisitioned by the member no quorum shall have been achieved after one half (1/2) hour of the appointed time, the EGM shall be cancelled forthwith. Any member shall call no further EGM for the same purpose unless six (6) months shall have elapsed from the date of the cancelled EGM.

## **ARTICLE 11**

### **THE COMMITTEE**

#### **11.1 Authority**

The Committee shall be responsible for the management of the Association and shall have the authority to act on behalf of the Association, as they deem proper, but not in conflict with all the relevant legislation, bylaws and regulations currently in force.

#### **11.2 Powers**

The Committee is authorised to :

- (a) from time to time; to make amendments or additions to the Association's Code of Ethics, as they deem fit for the betterment of the Members and/or the Security Industry as a whole;
- (b) to from time to time fix, approve and/or impose the minimum chargeable rates to be used by

the members when making quotations to potential customers;

(c) based upon the findings of the Disciplinary Board, impose the sanctions set out in Article 13 of the Constitution;

(d) impose the usage of the standard form Association Contracts by all members;

(e) make a decision on an application received from a member under Article 4.1.4 for an exemption from using the standard form Association Contracts.

### 11.3 THE ELECTED COMMITTEE

The Committee shall consist of the following elected members:

(a) A President

(b) A Deputy President,

(c) A Vice-President,

(d) An Assistant Secretary,

(e) An Assistant Treasurer, and

(f) Seven (7) Committee members

#### 11.3.1 Resignation

Any Elected Committee member may at any time resign from his post by submitting a written intention to do so to the Committee, the resignation of which shall take immediate effect. Thereafter, the former Committee member is required within seven (7) days, to formally hand-over all his duties to the member appointed by the Committee to take over his post and duties until his successor is appointed by the Members at the following AGM or EGM as the case may be .

### 11.4 ELECTION

The persons described in Article 11.3 above shall be proposed seconded and elected by a simple majority on a show of hands or by secret ballot at the Annual General Meeting for a term of two (2) years and shall remain in office until their successors are elected at the Annual General Meeting.

#### 11.4.1 President's term

Notwithstanding the provision set out above, an elected President may only hold office for two (2) consecutive terms. After a break of at least one (1) term any previously elected President may then offer himself for re-election.

## 11.5 ELIGIBILITY

### 11.5.1 Elected Committee

To be eligible for election as a Committee member, the member's representative must be either the Executive Chairman, the Managing Director or the Executive Director of the member company AND be the registered shareholder of a minimum of ten percent (10%) of the paid up share capital of the company in the case of a company registered under the Companies Commission of Malaysia or the sole proprietor or a partner in the case of a firm member registered with the Registrar of Business and must be a Malaysian citizen and not disqualified by virtue of Article 11.6.

### 11.5.2 Selected Committee

To be eligible for selection as an appointed or co-opted Committee member, the member's representative must be a shareholder and a Director of a member company in the case of a company registered under the Companies Commission of Malaysia or the sole proprietor or a partner in the case of a firm member registered with the Registrar of Business and must be a Malaysian citizen and not disqualified by virtue of Article 11.6.

## 11.6.

## DISQUALIFICATION

### 11.6.1

Subject to the provisions of this Article, a person is disqualified from being a Member of the Committee if:

- (a) He is and has been found or declared to be of unsound mind; or
- (b) He is an un-discharged bankrupt; or
- (c) He has been convicted of an offence by a court of law and sentenced to imprisonment for a term of at least one year or to a fine of at least Ringgit Malaysia Two Thousand (RM 2,000.00) and has not received a free pardon; or
- (d) He has voluntarily acquired citizenship of, or exercised rights of citizenship in, any country outside Malaysia or has made a declaration of allegiance to any country outside Malaysia.

### 11.6.2

The disqualification of a person under paragraph 11.6.1 (b) or (c) shall cease at the date on which the person adjudged bankrupt as mentioned in paragraph (b) was discharged by the Court or at the

end of the period of five (5) years beginning with the date on which the person convicted as mentioned in paragraph(c) was released from custody or the date on which the fine mentioned in the said paragraph (c) was paid by such person.

11.6.3

Notwithstanding anything contained in this Article, where a member of the Committee becomes disqualified from continuing to be a member thereof pursuant to paragraph (c) of Articles 11.6: -

- (a) The disqualification shall take effect upon the expiry of fourteen days from the date on which he was convicted and sentenced as specified in the aforesaid (c); or
- (b) If within the period of fourteen days specified in paragraph 11.6.3(a) above an appeal or any other court proceeding is brought in respect of such conviction or sentence, or in respect of being so convicted or proven guilty, as the case may be, the disqualification shall take effect upon the expiry of fourteen days from the date on which such appeal or other court proceeding is disposed of by the court; or
- (c) If within the period specified in paragraph 11.6.3(a) above or the period after the disposal of the appeal or other court proceeding specified in paragraph 10.5.3(b) above there is filed a petition for a pardon such disqualification shall take effect immediately upon the petition being disposed of.

11.7

#### APPOINTED COMMITTEE

The President shall appoint the Honorary Secretary, Honorary Treasurer and two (2) ordinary Committee members at the first Committee meeting and the Appointees shall remain in office until their successors are appointed. Appointed Committee members are entitled to vote at meetings of the Committee.

11.8

#### CO-OPTED COMMITTEE

The persons elected under Article 10.2 and those appointed under Article 10.6 may then co-opt up to another thirteen (13) members, where possible one from each state in Malaysia and such appointment

shall be for a term of two years or until their successors are co-opted by the incoming Committee (whichever is the later).

11.8.1 The Co-opted Committee members are chosen by a simple majority with the President having a casting vote. Co-opted Committee members are entitled to vote at meetings of the Committee.

## 11.9 SUB-COMMITTEES

11.9.1 The Committee may from time to time appoint from their number members to form a sub-committees as they may consider necessary and may delegate to them such of the powers and duties of the Committee as the Committee may determine.

11.9.2 All sub-committees shall periodically report their proceedings to the Committee and shall conduct their business in accordance with the directions of the Committee.

## 11.10 REIMBURSEMENT

11.10.1 Members of the Committee are entitled to be reimbursed out of the assets of the Association for all reasonable expenses and liabilities incurred by them in attending Committee meetings and in the management of the affairs of the Association.

11.10.2 all claims for reimbursement of expenses incurred shall be supported by receipts (where applicable) and shall be approved by the Committee.

## 11.11 RESIGNATION

Any Appointed or Co-opted Committee member may at any time resign his post by submitting a written intention to do so to the Committee, the resignation of which shall take immediate effect. Thereafter, the former Committee member is required within seven (7) days, to formally hand-over all his duties to the member appointed by the President or the Committee as the case may be to take over his duties.

## 11.12 REMOVAL/ EXPULSION FROM THE COMMITTEE

11.12.1 Any Elected, Appointed or Co-opted Committee member may be removed from office by a simple majority of the Committee:

- (a) If the member is found to be ineligible for office under Article 11.5 or is disqualified under Article 11.6;
- (b) Pursuant to the circumstances prescribed in Article 7;
- (c) Where any member of the Committee who without due cause, fails to attend three (3) consecutive meetings of the Committee;
- (d) If a Committee member is found to be consistently failing to carry out the duties entrusted to him or is seemingly uncommitted to the Committee.

11.12.2 Where a Member has had its membership suspended or terminated; the Member's representative to the Committee will automatically be suspended or terminated in line with the said suspension or termination.

11.13 COMMITTEE MEETINGS The Committee shall meet at least once every three (3) months with at least seven (7) days prior notice in writing being given to the committee members before each meeting. The President acting alone or five (5) members of the Committee acting together may call for a meeting and one half (1/2) of the Committee members shall form a quorum.

11.14 CIRCULAR LETTERS Where the approval of the Committee is required for the disposal of urgent matters but it is not possible to convene a meeting, the Honorary Secretary may nevertheless obtain such approval by a circular letter. Such an approval obtained by simple majority shall be deemed proper and valid when

- (a) The issue or matter has been clearly set out in the circular and forwarded to all members of the Committee;

(b) A simple majority with the President having a casting vote have indicated their preference for or are against the issue/matter;

(c)The decision so obtained is reported by the Honorary Secretary to the next Committee meeting and recorded in the minutes thereof.

## **ARTICLE 12**

### **DUTIES OF OFFICE BEARERS**

#### 12.1 President

The President shall during his term of office preside at all General Meetings, and all meetings of the Committee and shall be responsible for the proper conduct of all such meetings. He shall have the casting vote and shall sign the minutes of each meeting at the time they are approved. He shall, in conjunction with the Honorary Secretary and Honorary Treasurer sign all cheques on behalf of the Association

#### 12.2 Deputy President

The Deputy President shall deputise for the President during the latter's absence.

#### 12.3 Vice President

The Vice President shall in the absence of both the President and the deputy President deputise for them.

#### 12.4 Honorary Secretary

The Honorary Secretary shall conduct the business of the Association in accordance with the rules, and shall carry out the instruction of the General Meeting and of the Committee. He shall be responsible for conducting all correspondence and keeping all books, documents and papers, except the accounts and financial records. He shall whenever possible attend all meetings, and maintain the registration of the members consisting of details such as name of the member's Company, the member company's registration number, registered address and list of panel directors or where the member is a firm registered under the Registrar of Business, the name of proprietor or the partners, their identity card numbers and residential addresses, name of business and business address and the business registration number. He shall in conjunction with the President and Honorary

Treasurer sign all cheques on behalf of the Association.

12.5 Assistant Secretary The Assistant Secretary shall assist the Honorary Secretary in carrying out his duties and shall act for him in his absence.

12.6 Honorary Treasurer The Honorary Treasurer shall be responsible for the Financial matters of the Association. He shall keep accounts of all its financial transactions and shall be responsible for their correctness. He shall, in conjunction with the President and the Honorary Secretary sign all cheques on behalf of the Association.

12.7 Assistant Treasurer The Assistant Treasurer shall assist the Honorary Treasurer in carrying out his duties and shall act for him in his absence.

12.8 The Ordinary Committee members shall carry out such duties as directed by the President or the Committee.

**ARTICLE 13**

**THE DISCIPLINARY BOARD**

13.1 Jurisdiction The Committee shall appoint five (5) members to form a Disciplinary Board (“The Board”) whose function and purpose shall be to make proper enquiries and investigate allegations of misconduct, illegal or immoral activities, breaches of the Constitution of the Association, breaches of the Code of Ethics or the agreed minimum rates set by the Association or non usage of the standard Form Association Agreement or activities detrimental to the Association or the Security industry as a whole.

13.2 Composition The Board shall consist of a Chairman, a Deputy Chairman, a Secretary and two (2) other individuals who shall not be members of the Committee. The Board shall sit during the tenure of the Committee or until dissolved by the Committee.

13.3 The Chair The Chairman of the Board shall preside at the meetings of the Board and if the Chairman is disqualified pursuant to Paragraph 12.4 below, or if the Chairman is unable through illness or any other

cause, to attend the meeting, the Deputy Chairman or his representative shall preside at the meeting.

13.4 Disqualification

Any Board member whose company or firm is the subject of any investigation shall automatically be disqualified from sitting on the Board and the Committee shall appoint another member to replace the said member's representative.

13.5 Rules

The Board may make rules relating to its quorum and to regulate its procedure.

13.6

**THE INVESTIGATOR**

13.6.1

The Board may if it deems necessary, engage the services of a qualified independent individual or organization ("the Investigator") to assist in such investigations and enquiries. The nature of the investigation shall include where necessary the inspection of the accounts, documents and record books of any member which is relevant to the matter being investigated.

13.6.2

Prior to the commencement of any investigation, the duly appointed Investigator shall execute a binding and irrevocable non-disclosure agreement with the Association preventing him from disclosing to any third party any information received as a result of any investigation into the activities or records of any member.

13.6.3

The Investigator shall upon completion of their enquiries and investigations furnish a written report to the Board, which will make a report to the Committee together with their recommendations.

**ARTICLE 14**

**DISCIPLINARY ACTION**

14.1

A defaulting member may be disciplined by the Committee in any one of the following manners: -

- (a) the issuance of a reprimand letter; and/or
- (b) the imposition of a fine of up to Ringgit Malaysia (RM 100,000.00) for offences. Failure to pay the fines imposed within the grace period granted will result in the member being suspended or expelled from the Association.

- (c) Suspension for any length of time; and/or
- (d) Expulsion from the Association; and/or
- (e) A recommendation to the relevant Minister for private agency license of the Member to be suspended or cancelled.

14.2

#### **NOTICE BEFORE EXPULSION**

A member shall not be expelled or suspended unless he is given fourteen (14) days written notice to attend a meeting of the Committee and given an opportunity to appear before the Committee to answer complaints made against him and not be suspended or expelled unless at least 2/3 of the Committee then present vote in favour of his suspension or expulsion.

14.3

#### **BANKRUPTCY**

If any member shall be adjudged a bankrupt, or is wound-up voluntarily or otherwise, or makes a composition or arrangement with his creditors under the provision of any statute, he shall thereupon cease to be a member, but the Committee shall at their discretion reinstate him, with or without conditions.

### **ARTICLE 15**

#### **APPEAL**

15.1.

Any member who has been subject to disciplinary action by the Board and who is dissatisfied may within fourteen (14) days from the date on which the decision of the Board was delivered, lodge an appeal to the Committee whose decision shall be final and conclusive.

15.2

Any decision to impose any sanctions on the erring or defaulting member under Article 15.1 and any appeal to the Committee under Article 16.1 shall be decided by a two thirds (2/3) majority of the members present at the Committee meeting.

### **ARTICLE 16**

#### **FINANCIAL PROVISIONS**

16.1

#### **FINANCIAL YEAR**

The financial year of the Association shall commence on the 1<sup>st</sup> of January and on 31<sup>st</sup> December in each year, to which day the statement

of receipts and payments and a balance sheet of the Association for the year shall be balances and audited.

16.2

#### PETTY CASH

The Honorary Treasurer may hold petty cash not exceeding Ringgit Malaysia Two Thousand (RM 2000.00 ) at any one time and any moneys exceeding the said sum received by the Honorary Treasurer shall be deposited in a bank account approved by the Committee and in the name of the Association within seven (7) days of receipt.

16.3

#### SIGNATORIES TO CHEQUES

No moneys shall be drawn from that account except by cheque signed jointly by the President ( or in his absence the Deputy President or in his absence the Vice President), the Honorary Secretary and the Honorary Treasurer.

16.4

#### OUTGOINGS

16.4.1

Any outgoings exceeding Ringgit Malaysia Five Thousand (RM 5,000.00) at any one time shall not be incurred without the prior sanction of the Committee and no outgoings exceeding Ringgit Malaysia Fifty Thousand (RM 50,000.00) at any one time shall be incurred without the prior sanction of the AGM or the EGM.

16.4.2

All other outgoings less than Ringgit Malaysia Five Thousand (RM 5,000.00) shall not be incurred without the prior approval of the President and the Honorary Treasurer.



16.5

#### SPECIAL PROJECTS

All projects which are to be carried out by any Committee member on behalf of the Association incurring expenditure in excess of Ringgit Malaysia One thousand (RM 1,000.00) but less than Ringgit Malaysia Fifty Thousand (RM 50,000.00) must be approved by the Committee before commencement of the said Project.

16.6

## REMUNERATION FOR SERVICES

Subject to the aforesaid the Committee shall have the power to authorize the payment of remuneration and expenses to any officer, Member or employee of the Association or to any other person(s) / organization / firm / company for services rendered to the Association.

## ARTICLE 17

### TRUSTEES

17.1

Three (3) trustees shall be appointed by the AGM and the said trustees shall hold office until death or resignation or until removed from office in a AGM or EGM and whereupon any of such event the AGM or the EGM may appoint replacements thereof.

17.2

The property of the Association (other than cash) shall be vested in the Trustees to be dealt with by them in the manner directed by the AGM or the EGM.

## ARTICLE 18

### PROHIBITIONS

18.1

The following games shall be barred from the premises of the Association/and at every meeting and gathering thereof:

- (a) roulette;
- (b) lotto;
- (c) fan tan;
- (d) poh;
- (e) peh bin;
- (f) belangkai;
- (g) pai kau;
- (h) tau ngau;
- (i) tien kow;
- (j) chap ji kee;
- (k) sam cheong;
- (l) twenty one;
- (m) thirty one;
- (n) ten and a half;
- (o) video games;

and all games of dice, bankers games and other games of chance and the Association may prohibit any games the playing of which are unlawful or

would in the opinion of the Committee be injurious to the interests of the Association.

18.2

The Association shall not hold any lottery, whether confined strictly to members or not, in the name of the Association or its office bearer, the Committee or Members.

## **ARTICLE 19**

### **AFFILIATIONS**

The Association may affiliate join or associate itself with any similar or like organisations nationally or internationally.

## **ARTICLE 20**

### **ALTERATION OF ARTICLES**

The Articles may not be altered or amended except by resolutions in a general meeting and all such amendments and alterations shall be submitted to the Registrar of Societies within 60 days of approval by the meeting and the amendments or alterations shall take effect from the date of notice of approval by the Registrar of Societies.

## **ARTICLE 21**

### **DISSOLUTION**

21.1

A resolution to dissolve the Association shall only be proposed at an EGM and shall be carried by a majority of at least two third (2/3) of the total membership.

21.2

Upon the dissolution of the Association all debts and liabilities shall be fully discharged and disposal of any funds remaining shall be decided at the date of dissolution.

21.3

Notice of dissolution shall be forwarded to the Registrar of Societies within 14 days of the dissolution.

## **ARTICLE 22**

### **NOTICE**

Unless otherwise stated hereinabove any notice required to be given of served under these Articles

shall be in writing and shall be deemed served if the notice

- (a) Five (5) days after posting if the said notice is sent by registered post to the address of the member or body named in the registrar of members or sent by registered post to the Secretariat; or
- (b) Is delivered personally to the Secretariat and duly acknowledged receipt thereof.

**ARTICLE 23**

**AUDIT**

**23.1 HONORARY AUDITORS**

Two persons who shall not be office bearers of Association may be appointed by the Annual General meeting as honorary auditors. They shall hold office for one year only and shall not be re-appointed.

**23.2 PROFESSIONAL AUDITORS**

The Professional Auditors shall be required to audit the accounts of the Association for the year and to prepare a report or certificate for the Annual General Meeting. They may also be required by the President to audit the account of the Association for any period within the tenure of office at any date, and to make a report to the Committee.

.....  
President

.....  
Honorary Secretary